

AGREEMENT
BETWEEN
THE BOROUGH OF FORT LEE
AND
NJELU LOCAL NO. 1
(BLUE COLLAR UNIT)

JANUARY 1, 2002 through DECEMBER 31, 2005

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PREAMBLE

This Agreement made this *1st* day of *January*, 2002, by and between the Borough of Fort Lee, a municipal corporation of the State of New Jersey (hereinafter the "Borough"), and New Jersey Employee Labor Union Local 1 (hereinafter, the "Union").

WITNESSETH:

WHEREAS, the parties hereto desire to reach an amicable understanding with respect to the employer-employee relations existing between them and to enter into a complete Agreement concerning the terms and conditions of employment;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

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ARTICLE I

RECOGNITION

1.1 The Borough recognizes the Union as the sole and exclusive agent for all annual salaried permanently classified employees of the Borough covered by the titles listed on Schedule A attached hereto together with any future employees of the Borough who may be hired into titles not included in Schedule A but which are within the class of titles generally considered and accepted to be "blue-collar" titles (excluding department heads). Such employees shall be considered the "bargaining unit". The term "employees" used hereinafter shall refer to members of the bargaining unit. This Agreement shall be deemed to be binding upon all members of the bargaining unit and upon the Borough.

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ARTICLE II

MANAGEMENT OF THE BOROUGH'S AFFAIRS

2.1 The Union recognizes that areas of responsibility are reserved to the Borough, if the governing body of the Borough is to serve the public effectively. The Borough shall at all times, subject to and consistent with the provisions of this Agreement and applicable State or Federal Law, have exclusive control of all matters relating to the right to manage the affairs of the Borough, the conduct of this business and operations, the direction of its working forces, the alternation of work week or schedules, the general management of its physical properties, the care and use of all its equipment, machinery and materials, the right to hire, direct and schedule employees, and to transfer, discharge or suspend employees, and the unequivocal right to contract for goods and services. Before exercising this right, the Borough agrees to give reasonable consideration to the job security of the employees in the bargaining unit as one of the factors in reaching a decision. Nothing in this section shall be construed to deny any employee his or her rights under Civil Service laws or regulations, or the New Jersey Employer-Employee Relations Act or regulations thereunder.

ARTICLE III

MEDICAL AND MISCELLANEOUS BENEFITS

3.1 Medical Benefits

(a) The Borough shall continue for the term of this contract the same or equivalent medical benefits as provided by the Borough during the year 1992 consisting of Blue Cross, Blue Shield (1420 series), with Rider J coverage and a major medical plan.

(b) The Borough shall provide a disability income plan at least equal to the disability income plan presently being offered through the State of New Jersey under its Health Benefits Plan and, at least equal to the plan provided by the Borough during the year 1992. The said disability income plan shall be provided either through the State Health Benefits Plan or through a private insurance plan, at the option of the Borough. The premium for such plan shall be paid one-half by the Borough and one-half by the employee.

(c) The Borough shall provide, at its own cost and expense, a dental insurance plan at least equivalent to the plan provided by the Borough in 1992.

(d) The Borough shall provide a \$5.00 co-pay prescription plan for each covered employee and his/her dependents, but not to exceed a premium cost of more than five hundred forty-one dollars (\$541.00) per annum per covered family. If the premium cost exceeds five hundred forty-one dollars (\$541.00) per annum, the parties shall meet to discuss changes in the program in order to keep the premium costs no more than \$541.00 per annum per family.

3.1.1 Medical Coverage after Retirement/Disability

Whenever an Employee has served twenty-five (25) years or more with the P.E.R.S., the Borough shall provide such Employee (and his or her dependents) with medical coverage as described in Section 3.1 above.

This is intended to include those employees who retired on disability pensions to the extent said coverage is afforded under Chapter 88 of Public Law 1974.

The Borough reserves the right to obtain equivalent medical coverage through a private carrier, but in no event shall the Borough be liable to an Employee for reimbursement or payment of medical bills beyond the extent of coverage described in Section 3.1 above.

3.2 Uniform and Work Boots Allotment

Once a year, and at the same time that uniform allowances are paid to police employees, the Borough shall provide an annual uniform purchase and maintenance allowance of \$450.00 to employees in the Public Works, Sewer, Building Maintenance, Parks, Recycling, Communications and General Services Departments. Employees must supply receipts, equaling \$450.00 for uniform purchase and maintenance or a form 1099 will be issued.

In a case where the employee can establish that the \$160.00 of the annual allowance has been exhausted for the purchase of work boots by showing purchase receipts totaling that amount, and where the employee suffers irreparable damage to such boots, which was not caused by employee negligence, the Borough will pay for the cost of replacement of the item. If the employee has not expended the amount of the allowance, then, the Borough will not pay for the cost of replacement and the employee must expend the balance of the allowance for the replacement.

3.3 Safety Glasses Where appropriate, the Borough shall provide employees with safety glasses which shall be replaced when needed.

3.4 Coffee Breaks The Borough shall provide a coffee break of fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon of each work day, for employees other than Chief Fire and Ambulance Dispatcher, Fire and Ambulance Dispatcher, Police Radio Dispatcher and Communications Operator.

3.5 Seniority in Scheduling Vacation schedules shall be posted by department heads in April of each year, taking into consideration the expressed preferences of individual employees, as well as operating needs of the department. In the event of a conflict among employees regarding the scheduling of leave, etc., seniority as determined by the regulations of the New Jersey Department of Personnel shall be determinative.

3.6 Funeral Leave In the event of the death of a member of the immediate family of an employee, and after notifying his or her Department Head, the said employee shall be entitled to a funeral leave of the next three (3) working days, with pay, which leave shall be in addition to sick leave as set forth hereinafter in this Agreement. In the event of the death of a member of the immediate family member, who resides 100 or more miles from the employee's residence, the said employee shall be entitled to one (1) additional working day. "Immediate Family" is hereby defined as the employee's spouse, children, father, mother, father-in-law, mother-in-law, sister, brother, grandparents, grandparents-in-law, brother-in-law, and sister-in-law, and any relative of the employee or employee's spouse actually living in the employee's home.

3.7 Death of Aunt or Uncle In the event of the death of an employee's aunt or uncle and in the event such relative was not actually living in the employee's home at the time of his/her

death, after notifying his/her Department Head, the said employee shall be entitled to a funeral leave of one (1) working day with pay, which leave shall be in addition to sick leave as set forth hereinafter in this Agreement.

3.8 Payroll Deduction

3.8.1 Payroll deductions for dues may be made upon the submission by the Union of notification by the employee authorizing the deduction of dues from pay. The Borough Treasurer shall forward dues to the Union at regular intervals. Employees shall have the right to withdraw authority for deduction of dues in accordance with New Jersey Statutes.

3.8.2 Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in the amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments. The union's entitlement to the representation fee shall continue beyond the termination date of this so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer.

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3.8.3 The Union agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, process or expenses (including reasonable attorneys' fees) in any matter resulting from proper action taken by the Borough in reliance upon this Article.

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ARTICLE IV

CONTINUED WORK OPERATIONS

4.1 The parties agree that there shall be no action by either of them in violation of any State of Federal Law. There shall be no strikes of any kind, lockouts, walkouts, retarding of work, slow-down, or any stoppage of work by either party or any members or officers thereof during the term of this Agreement or pending a decision by arbitration, now will either party or any members, representatives of officers thereof directly or indirectly aid, assist or be connected in any manner whatsoever with any of the aforesaid acts.



ARTICLE V

JOB CLASSIFICATIONS

5.1 Job Classifications

Each employee shall be employed in a job classification approved by the New Jersey Department of Personnel, which classification shall be the basis of compensation of all employees. The parties recognize that each particular employee's classification is subject to the review, approval and modification of the Department of Personnel. If an employee is hired, promoted or transferred to any blue collar title position whose classification has not been provided for in Schedule A, then the Borough shall place said job classification in the grade level of the salary plan attached hereto as Schedules A-1, 2, 3, 4 or 6 (depending on year) which most closely reflects the relative difficulty or work and responsibility in said classification in relation to the other classifications of Schedule A and said positions shall be paid accordingly. Payment to the employee shall be governed by Section 5.6 and 5.7 (Promotions and New Employees).

Attached hereto are the following schedules:

- A. Schedule A - Titles and Grades:
- B. Schedule A-1 Step System for January 1, 2002 to December 31, 2002;
- C. Schedule A-2 Step System for January 1, 2003 to December 31, 2003;
- D. Schedule A-3 Step System for January 1, 2004 to December 31, 2004;
- E. Schedule A-4 Step System for January 1, 2005 to December 31, 2005;
- F. Schedule A-5 for Employees above Step "G";
- G. Schedule A-6 for Supervisor of Sewers;
- H. Schedule A-7 for 2002 New Hire Starting Rates;



- I. Schedule A-8 for 2003 New Hire Starting Rates;
- J. Schedule A-9 for 2004 New Hire Starting Rates;
- K. Schedule A-10 for 2005 New Hire Starting Rates; and
- L. Schedule A-11 for Red-Circled Employees.

5.2 Work Out of Classifications

With respect to the temporary assignment or reassignment of an employee, without formal reclassification, to work in a capacity other than the duties of the position classification that employee holds, relevant New Jersey Department of Personnel regulations shall apply.

If said temporary assignment or reassignment is to a lower classification, the employee shall nevertheless be compensated according to the employee's former position classification. If the assignment or reassignment is to a higher classification, the compensation shall be determined as set forth in Section 5.3 hereof.

5.3 Compensation for Higher Classified Work

If an employee performs the duties of a higher graded position, the employee will be compensated in accordance with the following schedule, which will be calculated on a Monday - Friday basis:

1. Less than four (4) hours a week - No additional compensation.
2. Four (4) plus to eight (8) hours a week - One (1) days pay at the higher graded position rate.
3. Eight (8) plus to sixteen hours a week - Two (2) days pay at the higher graded rate.
4. Sixteen plus to twenty hours a week - Three (3) days at the higher graded position rate.
5. Twenty plus hours a week - Five (5) days at the higher graded positions rate.

Compensation for the performance of the duties of a higher graded position shall be at the same lettered step of Schedule A-1 through A-3 as the step at which the employee who is performing the work is located.

5.4 Salary Plan

The parties have heretofore established an 18 grade merit step salary plan for all titles in the Fort Lee Blue Collar bargaining unit so that employees with satisfactory job performance may progress through annual merit increases or steps in the salary range for their respective job titles. The plan is attached hereto, marked Schedule A-1, Schedule A-2, Schedule A-3, and Schedule A-4 and made a part hereof.

The salary plan for employees hired after the signing of this Agreement shall be set forth in Schedule A-6 and Schedule A-8 through Schedule A-10 and made a part hereof.

5.4.1 Salary Increases

During the term of this Agreement, salary increases shall be implemented as follows:

- (a) Effective January 1, 2002, each step and grade in the current schedule shall be increased by 3.75% (See Schedule A-1).
- (b) Effective January 1, 2003, each step and grade in the current schedule shall be increased by 3.75% (See Schedule A-2).
- (c) Effective January 1, 2004, each step and grade in the current schedule shall be increased by 3.50% (See Schedule A-3).
- (d) Effective January 1, 2005, each step and grade in the current schedule shall be increased by 3.50% (See Schedule A-4).



Those employees not at the maximum of the grade shall receive step increases at eighteen (18) months intervals commencing with the date of initial hire or at eighteen (18) months intervals after the most recent promotion.

5.5 Compensation for Reclassification

If an employee's position is reclassified by the New Jersey Department of Personnel, which reclassification is not a promotion and such reclassification does not entitle that employee to an additional wage increase, the employee's compensation shall neither be increased nor reduced, however, the employee shall be considered to be at the step of his or her new classification's salary plan for the purposes of the following years' negotiated wage increase.

However, in the event that the salary of Step A of the new classification is higher than the employee's actual prior salary, he or she shall be given the salary of Step A of the new classification.

5.6 Promotions. Within ten days of making a promotion for a unit employee, the Borough will notify the Union in writing of the identity and promotional title.

5.7 New Hires

For purposes of this Agreement, "new employees" shall mean any employee hired after the execution of this Agreement.

New employees shall be compensated at salaries as set forth on Schedule A, for their respective titles, as the Borough determines to be warranted by virtue of the new employee's skill and experience and such new employee shall not receive any increase in compensation during the calendar year in which they were employed, either as a merit increase or as an across-the-board increase unless the across-the-board increase results in Step A being more than the actual salary of the new employee for that year.

5.7.1 The starting salary for new hires shall be in accordance with the attached Schedule A-7, Schedule A-8, Schedule A-9, and Schedule A-10. This Schedule reflects the minimum starting salary for each grade. No new hire may be hired at a rate greater than the maximum for the grade as set forth in the applicable Schedule A. When the new hire is appointed the difference between the starting salary and the maximum for that grade shall be divided by six and the result shall be the amount of that employee's increment payable every eighteen months in accordance with section 5.4 above. In addition, the new hire shall receive the negotiated wage increases.

The new hire shall reach the then existing maximum pay within the same time (10.5 years as presently structured.)

5.7.2 These provisions and all other provisions of this Agreement affecting new hires shall be effective on signing of this Agreement.

5.8 Bi-Weekly Pay Periods. Salary payments shall be made on a bi-weekly basis to a maximum of 26 pay periods.

ARTICLE VI

SICK LEAVE

6.1 Every employee, in addition to his or her annual vacation leave with pay, is hereby granted the following sick leave, as hereinafter defined, with pay in and for each calendar year:

(a) From the date of hire through 12/31 of the initial year of hire, one (1) working day for every month of service;

(b) Beginning with the first calendar year following the date of hire, 1.25 working days for each month of service.

6.2 If, after a minimum of four hours of the employee's work day is completed, that employee becomes ill and is not able to complete his/her work day and notifies the Supervisor that he/she will be leaving the day on sick leave, then that employee shall be entered as "Sick, Unable to Continue", and shall not be assigned a sick day number and assessed a sick leave day.

If less than four hours of the employee's work day has passed, and the employee leaves the day under the above described circumstances, then the employee shall be entered as "Sick, Unable to Continue", as described above, but also shall be assigned one-half a sick day number and assessed one-half day of their accrued sick leave.

Each individual instance of an employee leaving his/her work day under the described circumstances classified as "Sick, Unable to Continue", regardless of the amount of time spent on the day, shall be considered a single occasion in counting toward a classification of "occasions of sick " as described below. No exceptions to this will be made, as it is expected that an employee who leaves a shift reporting "Sick, Unable to Continue" will not return to duty until entirely fit to do so.

Occasions of Sick is a designation which may result from an employee reporting any combination of "Sick" or "Sick, Unable to Continue", without appropriate medical documentation, on six (6) or more separate occasions within a twelve (12) month period. An "occasion" is any continuous period of sick time used by an employee, regardless of length. A twelve-month period begins with one "Sick" or "Sick, Unable to Continue" report within any month.

In the event the Borough request verification of an "occasion of sick, " the employee shall provide proof of payment of the co-pay to the Borough for reimbursement and payment of any overages. The employee shall submit all medical claims to the insurance carrier for payment.

Properly documented and maintained Worker's Compensation claims are specifically excluded from aggregate accumulation in determining "chronic sick" status.

6.3 If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year without limitation and such employee shall be entitled to such accumulated sick leave days with pay and if and when needed, in which event the earliest accumulated sick leave days shall be deemed to be those first used.

6.4 No employee who may be disabled, either through injury or illness, as a result of or arising from his or her respective employment, shall be required to utilized accumulated sick leave during such period of disability. During such disability, the Borough shall pay to such employee his or her full salary for a period of time not to exceed one (1) year. The employee shall endorse over to the Borough all workers compensation checks received by the employee representing payments for temporary disability, during the period that the Borough is making payments to the employee of the employee's full salary.

6.5 The Employee shall be required to present evidence by a certificate of a treating physician, that he/she is unable to work, and the Borough may reasonably require the said employee to present such certificate from time to time. The Borough at its option may require the employee to be examined by a physician of the Borough's selection. In the event that the Borough's physician determines that the employee's disability is not work connected, or that the period of disability has ended, then the employee shall have time lost charged to his accumulated available sick leave or suffer a loss of pay, depending upon circumstances. If there is a dispute as to the causal connection of the disability or as to the period of disability, then and in that event the burden shall be upon the employee to establish such period of disability by obtaining a judgment in the Division of Worker's Compensation or by the final decision of the last reviewing court shall be binding upon the parties.

6.6 If an employee voluntarily resigns or retires or dies any time after completing five (5) years of service with the Borough, said employee or the employee's estate shall receive, in addition to any other terminal pay as provided hereinafter, a payment equal to one-half of said employee's accumulated unused sick leave days calculated at the rate of said employee's base daily compensation at the time of voluntary resignation or retirement or death times, the number of unused sick days the employee has accumulated; provided, however, that:

(a) Said payment shall in no event exceed 120 days of compensation (one-half of a maximum of 240 allowable accumulated sick leave days). For new employees only, in no case to exceed the sum of \$17,500.00; and

(b) In calculating said payment, no unused sick leave days accumulated prior to January, 1971, shall be counted.

6.6.1 Sick Leave Cash-Out

Effective January 1, 2002, employees may exercise the option on an annual basis, to cash-out up to 15 sick days by each November 1 at 80% of the current sick day value. Unit employees may exercise the option and request a transfer of any sick time cash out monies into the current "Valec" investment fund.

6.7 Sick leave is hereby defined to mean absence from post or duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a seriously ill member of the employee's immediate family, requiring the care or attendance of such employee. A certificate of a licensed physician in attendance shall be required as sufficient proof of need of absence of the employee or the need of the employee's attendance upon a member of the employee's immediate family, if said absence exceeds three (3) working days. In the case of any absence due to contagious disease, a certificate from the Department of Health shall be required in addition to the foregoing.

6.8 If an employee commences work on any day and thereafter leaves work by reason of sickness before or upon having completed half of the regular working hours of his position, he shall be deemed to have used one-half of one (1) allowable sick leave day. If, however, an employee commences work on any day and thereafter leaves by reason of sickness after having completed more than one-half of the regular working hours of his position, he shall be paid for the entire day and no sick leave day or fraction thereof shall be deemed to have been used.

6.9 Donated Sick Leave

(a) All Borough of Fort Lee employees shall be eligible to receive donated sick leave if the employee:

1. Is suffering from a catastrophic health condition or injury which is expected to require a prolonged absence from work by the employee, or is needed to provide care to the member of the employee's immediate family who is suffering from a catastrophic health condition or injury and certified by the Borough physician;

2. Has exhausted all accrued sick and other leave; and

(b) An employee may request that the Borough approve his/her participation in the program, as a leave recipient or leave donor. The employee's supervisor may forward such a request on behalf of the employee for his/her participation in the program as a leave recipient.

1. The employee or supervisor requesting the employee's acceptance as a leave recipient shall submit to the Borough, medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from the serious health condition or injury. But the Borough physician can also examine patient and records and has final approval subject to Borough's Administrator's final approval.

2. When the Borough has approved an employee as a leave recipient, the Borough shall, with the employee's consent, post or circulate the employee's name along with those of other eligible employees in a conspicuous manner to encourage the donation of leave time, and shall provide notice to all negotiations representatives of the Borough. (If the employee is unable to consent to the posting, the employee's family may consent on his/her behalf.)

(c) A leave donor shall only donate whole sick days and may not donate more than 10 such days.

1. A leave recipient shall receive no more than 180 sick days in his working career with the Borough, and shall not receive any such days on a retroactive basis.

2. A leave donor shall have remaining at least 10 days of accrued sick leave if donating sick leave.

3. A leave donor may not revoke a leave donation.

4. If a leave donor is not in the same department as the leave recipient, appropriate arrangements shall be made between the departments to verify donor eligibility and adjust leave records. However, the posting requirement set forth above is limited to the recipients appointing authority.

(d) Any unused donated sick leave shall be returned to the leave donor.

(e) Upon retirement, the leave recipient shall not be granted supplemental compensation upon retirement for any unused sick days which he/she had received through the donated leave program.

(f) Despite receipt of donated sick days, all sick time so received and the recipients own sick time listed, shall be counted against time that may be due under state or federal family medical leave laws.

DESCRIPTIONS

Neonatal Complications:

Spina Bifida
Premature Delivery
Broncho pulmonary Dysplasia
Cystic Fibrosis
Congenital Anomaly

Stroke/Cerebrovascular Accident

Cardiac Arrest/Heart Surgery

Terminal Cancer

Muscular/Neurological Disorders:

Muscular Dystrophy
Multiple Sclerosis
Anyothrophich Lateral Sclerosis
Paralysis
Polio
Cerebral Palsy

AIDS/HIV+ and Complications

Major Head Trauma/Traumatic Brain Injury:

Head Injury
Skull Fracture
Coma

Spinal Cord Injury

Limb Amputation with Complications

Third Degree Burns

Other:

More than 14 day Hospital Stay
And Other Cases based on Need and
Medical Circumstances.

ARTICLE VII

PERSONAL LEAVE

7.1 Every employee shall be entitled to three (3) personal leave days with pay. Unused personal leave days may not be accumulated from year to year. An employee shall not be required to give any reasons or explanation for the taking of a personal leave day with pay as allowed herein. However, the employee shall be required to give reasonable notice, under the circumstances, and the Borough may disapprove selection of a particular day or days in the event that as many as five (5) employees in the department have previously requested the same day, or for any other reason which would seriously affect the operation of the Borough.

7.2 In the event that a personal day or days requested by an employee in any calendar year has been denied, the employee's right to take such personal day or days shall carry over to March 31st of the succeeding year only.

ARTICLE VIII

TERMINAL PAY

8.1 In addition to any payment made pursuant to other sections hereof, the following terminal leave pay shall be given upon the voluntary resignation or retirement or death of any employee with ten (10) years or more of service as follows:

(a) Employees with not less than ten (10) nor more than fifteen (15) years of service one-fourth ($1/4$) of the annual base compensation at time of termination;

(b) Employees with more than fifteen (15) years of service - one-third ($1/3$) of the annual base compensation at time of termination.

8.2 Employees on "Terminal Leave" shall not continue to earn any accumulative benefits nor be entitled to holidays, sick days, vacation.

8.3 This Article shall not apply to those employees hired after the execution of this Agreement.



ARTICLE IX

LIFE INSURANCE

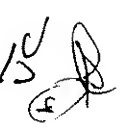
9.1 The Borough shall provide and maintain, at its own cost and expense, life insurance with any insurance company licensed to do business in the State of New Jersey in the amount of Ten Thousand (\$10,000) Dollars for each employee in the Borough's service, with an accidental benefit in the face amount of said policy. Said insurance shall provide for the payment, in the event of the employee's death for any cause or reason, of said sum to the beneficiary designated by said employee.

Upon reaching age 65 of any active employee, said insurance shall be reduced to the amount of Six Thousand Five Hundred (\$6,500.00) Dollars for each such employee.

Upon the regular retirement of an employee who is at least age 62, and who has been employed by the Borough for ten (10) or more years, the Borough shall continue such life insurance coverage (or may self-insure) in the amount of Ten Thousand (\$10,000.00) Dollars until said employee attains the age of 65, at which time the insurance shall be reduced to the amount of Six Thousand Five Hundred (\$6,500.00) Dollars.

9.2 Except for regular retirement, such insurance shall terminate upon the employee's termination of employment with the Borough except that the employee shall be permitted to continue such insurance if the employee pays the premium.

9.3 If any employee covered by this Agreement is also serving as a volunteer fireman, the Borough shall provide a separate life insurance for said employee at the same coverage as is provided for volunteer firemen generally, in addition to the insurance to be provided herein, with the exception that this additional life insurance will not be provided after the retirement of the employee.



9.4 If permitted by the insurance company, employees shall be given the option of increasing the amount of life insurance set forth above, provided, however, that any increase in premium attributable to any such increase in coverage shall be paid by the employee.

9.5 Claims for payment under the said life insurance policy must be made within one year of the date of death of the employee or the claim shall be considered as being waived.

ARTICLE X

SHOP STEWARDS

10.1 No more than four (4) shop stewards shall be elected by the employees. In the event that more than one (1) shop steward is elected, each shop steward shall represent a different department in the Borough.

10.2 The Union shall notify the Borough in writing within five (5) days of the election of the names of the shop stewards who have been so elected to represent the said employees.

10.3 One duly-elected shop steward of the Union, to be selected by the Union, shall be given time off with pay to attend scheduled grievance meetings and hearings relating to a grievance by an employee, if such meetings and hearings are scheduled during the shop stewards's working hours.

10.4 One duly-elected shop steward of the Union shall be limited to one instance per year of time off with pay to attend meetings of associations or organizations, which meeting relate to the responsibility or concerns of the shop steward, if such meeting occurs during a time that the shop steward's scheduled to work. A duly-elected shop steward shall give his or her Department Head five (5) days' notice of such a meeting and the general subject of the meeting. Attendance at such meetings shall not unreasonably interfere, in the discretion of the Department Head, with the operations of the Borough, or the department in which the shop stewards works.

10.5 The Union and shop stewards shall not call any employee away from his or her work station if it interferes with the operations of the Borough.



ARTICLE XI

GRIEVANCE PROCEDURE

11.1 Any disagreement arising out of the interpretation or application of this Agreement, except any disagreement relating to a disciplinary measure taken by the Borough which is appealable to the New Jersey Department of Personnel under New Jersey Department of Personnel rules and regulations, may be deemed a grievance which shall be settled and determined according to the following procedure:

STEP 1: The employee and/or the Union shall, within ten (10) days after either the occurrence of the event or acts which gave rise to a grievance, or the date on which the employee knew or should have known of such event or acts, orally discuss the matter with the supervisor of his or her department with the objective of resolving the matter informally. The supervisor of his or her department shall, within three (3) days thereafter, communicate, orally or in writing, his or her decision on the grievance of the employee. If the decision is unsatisfactory to the employee or to the Union, or, if the supervisor fails to communicate his or her decision within the said three (3) days, the employee or the Union may proceed to Step 2 of this grievance procedure.

STEP 2: Within three (3) days after the denial or failure of relief under Step 1, the employee or the Union may appeal the supervisor's decision to the Borough Administrator. Such appeal shall be in writing and shall set forth the specific nature of the grievance, the facts relating thereto, each specific issue of the supervisor's decision with which the employee or the Union disagrees and the action requested by the Administrator. Within five (5) days after the appeal has been filed with the Administrator, the same shall be orally discussed between the Administrator, the shop steward of the Union, the employee, and the employee's supervisor. Thereafter, the

Administrator shall communicate his/her decision, in writing to the shop steward, the Union, the employee and his/her supervisor within six (6) days after the conclusion of such oral discussion. In the event the decision is unsatisfactory to the employee or to the Union, either the employee or the Union shall have the right to proceed to Step 3 of this grievance procedure.

STEP 3: Failing settlement at Step 2, the employee or the Union shall, if either intends to appeal, within five (5) days after receipt of the written decision of the Borough Administrator, inform the Borough in writing, delivered to the Municipal Clerk, of their intention to arbitrate the dispute and the matter shall be arbitrated in accordance with Sections 11.5 and 11.6 of the Article.

11.2 An employee may, if he/she so desires, have the shop steward or a representative of the Union who is not an employee of the Borough present at any discussion in any Step of the personal grievance procedure specified in Section 11.1.

11.3 All steps in this procedure shall be followed and the time limits shall be considered as maximum periods and shall be adhered to unless the parties mutually agree in writing to extend such limits. Saturdays and Sundays, or days scheduled off in lieu thereof, and holidays as defined in the Agreement shall not be considered and counted in establishing the time limitations.

11.4 In the event an appeal is not timely filed in writing pursuant to the terms of Steps 2 and 3, the decision at the prior Step shall be final and the matter shall be considered closed.

11.5 Any grievance which cannot be settled through the procedure established in Sections 11.1 through 11.4 of this Article shall be settled by arbitration. An arbitrated case shall be heard and decided by an arbitrator mutually agreeable to the parties. The decision of the arbitrator shall be final and binding on the parties and the arbitrator's fees and expenses shall be born equally by the Borough and the Appellant. If the parties cannot agree upon an arbitrator, PERC shall be utilized.

11.6 The arbitrator shall have no power to add to, subtract from or alter, amend or modify any of the terms and provisions of this Agreement or of any written agreement made supplementary hereto.

11.7 If the nature of the employee's grievance is such that it is cognizable before both an arbitrator as set forth above and the New Jersey Department of Personnel or PERC, the employee shall be required to elect which forum he or she wishes to have the grievance heard before and such election shall be final. The purpose of this provision is to prevent an employee from receiving an adverse decision either from an arbitrator or from the New Jersey Department of Personnel or PERC and then filing a grievance before the other agency based upon the same factual circumstances.

ARTICLE XII

MATERNITY LEAVE

12.1 Maternity leave, without pay and without loss of seniority and other employee rights, shall be granted by the Borough upon written request by a pregnant employee, for up to six (6) months. An additional six (6) month period may be granted within the Borough's discretion.



ARTICLE XIII

FAMILY LEAVE

13.1 Full-time employees, who have been employed by the Borough for at least twelve (12) months with at least 1,000 base hours of work during the immediately preceding twelve (12) month period, shall be entitled to family leave without pay for up to twelve (12) weeks under Federal and State law. Employees requesting leave shall utilize the same procedures outlined for leaves of absence without pay. **The Borough of Fort Lee Employee Handbook** is hereby incorporated by reference in this Agreement.



ARTICLE XIV

VACATIONS

14.1 Each employee shall receive a paid vacation in accordance with the following schedule:

From the date of hiring through December 31 of the year of hire - 1 day for each month of employment.

From January 1 of the first full calendar year after date of hire through December 31 of the fourth full calendar year after date of hire - 12 days;

From January 1 of fifth full year after date of hire through December 31 of ninth full calendar year after date of hire - 15 days;

From January 1 of tenth full calendar year after date of hire through December 31 of fourteenth full calendar year after date of hire - 20 days;

From January 1 of the fifteenth full year after date of hire and thereafter - 25 days.

14.2 In the event an employee resigns, retires or dies during a calendar year, his or her vacation shall be proportionately adjusted, with vacation pay awarded to the employee or in the case of negative vacation, be paid to the Borough by the employee. Vacation leave may be accumulated for not in excess of two (2) years.

14.3 Reference is made to Article III, Miscellaneous Benefits, Paragraph 3.6, regarding vacation scheduling.

ARTICLE XV

HOLIDAYS

15.1 A day off, with pay, shall be granted to each employee on the following days:

New Years Day	Martin Luther King's Birthday	President's Day
Good Friday	Memorial Day	Independence Day
Labor Day	Columbus Day	Election Day
Veteran's Day	Thanksgiving Day	Friday after Thanksgiving
Christmas Day	Floating Holiday	

15.2 If a holiday falls on a Saturday, it shall be observed on the preceding Friday; if it falls on a Sunday, it shall be observed on the succeeding Monday. No holiday leave shall be accumulated beyond the next calendar year.

15.3 If, as part of the regular shift, an employee is required to work on a holiday, the employee shall receive another day off at the employee's option on which to celebrate the holiday, provided that the department head approves, which approval shall not be unreasonably withheld. The day off under this section shall be in lieu of any holiday pay provided in Section 14.5 herein.

15.4 A floating holiday shall be subject to the same restrictions as a Personal leave day, described previously in this Agreement.

15.5 Communications Operators and Fire and Ambulance Dispatcher(s) shall receive holiday compensation as follows for all unused holidays as per past practice. Fourteen (14) working days pay at straight time rates shall be paid as follows: twelve (12) days pay of the balance of such unused holiday shall be paid in the first paycheck in December and two (2) days pay shall be paid

in the first pay check of January of the following year (if available). The Communications Operators and Fire and Ambulance Dispatchers(s) shall work their regularly assigned schedules regardless of the holiday designation.

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ARTICLE XVI

WORK AND OVERTIME

16.1 The regularly scheduled work week shall be a total of forty (40) hours per week and shall be in conformity to the scheduling practices followed by the Borough in 1984.

16.2 In the event that an employee is requested to work in excess of eight (8) hours in any given day, after the first two hours in excess thereof, the employee shall be entitled to a one-half hour paid meal period; thereafter, the employee shall be entitled to additional one-half hour paid meal periods at the completion of each additional four (4) hours of work. The Borough shall not be required to supply or pay for any food or beverage consumed by the employee during these meal periods.

16.3 For employees in the Department of Public Works, Parks, Recycling, Communications Repair and General Services, Public Buildings the regularly scheduled work week shall consist of a total of forty (40) hours per week, Monday through Friday, and shall commence at 7:00 a.m. and end at 3:30 p.m.

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ARTICLE XVII

COMMUNICATIONS DEPARTMENT

17.1 The work schedule, attached hereto as Exhibit B, consisting of 1 page, shall be the official schedule covering the working hours of Chief Fire and Ambulance Dispatchers, Fire and Ambulance Dispatchers, Police Radio Dispatchers and Communications Operators, subject to the right of the Borough to make changes in the said schedule to optimize employee performance.

17.2 Said Chief Fire and Ambulance Dispatchers, Fire and Ambulance Dispatchers, Police Radio Dispatchers, and Communications Operators shall have the right to arrange for the switching of shifts among themselves subject to prior reasonable notification to the Supervisor designated by the Borough, and subject to prior approval by the said Supervisor, which approval, however shall not be unreasonably withheld.

17.3 It is recognized that a schedule of time off for vacations, holidays and personal days in this department must be based upon consideration both of the manning of the Communications Center post and the needs and desires of the employees. Therefore, the Supervisor designated by the Borough shall prepare a schedule of such time off based upon seniority, and with the objective of minimizing time or days when more than one operator is on vacation, holiday or personal leave. It is recognized that the past practice in the Department has been for the employee to notify the said supervisor no less than forty-eight (48) hours prior to the date requested for the observance of a holiday or personal day off. It is also recognized that the past practice has been to notify the said Supervisor at least two (2) hours prior to the commencement of the employee's shift in the event that he is sick.

17.4 Longevity pay will be provided for employees presently holding the titles of Chief Fire and Ambulance Dispatcher and Fire and Ambulance Dispatcher and who also held such positions in 1987.

Each employee presently holding the above referenced Titles and who also held such positions in 1987 is entitled to longevity payments as set forth in Ordinance 76-4, Section 10 as follows:

- (a) Commencing the end of the fourth year of employment -3% of base salary.
- (b) Thereafter, an additional 3% at the end of each additional four year period up to a maximum of 15%. Payments to commence on the anniversary date of the employee's date of employment.

17.5 Employees shall be paid for any working time required to be spent by them on National Guard or reserve duty service, as required by State or Federal law.

17.6 The Borough shall provide whatever uniforms it requires the employees to wear and shall replace them when necessary.

17.7 All other benefits agreed to be provided to the other blue collar workers pursuant to the terms of this Agreement shall also be provided to the Chief Fire and Ambulance Dispatchers, Fire and Ambulance Dispatchers, Police Radio Dispatchers, and Communications Operators.

17.8 At any time that there is an open shift due to vacation, holiday, personal or military leave, or sickness, the overtime will be given out in the following manner:

- (a) The floating Dispatcher, if there is one scheduled, will automatically be switched into the open shift.



(b) If there is no floating Dispatcher available, then the off duty Dispatcher according to seniority will be called.

(c) If all off duty Dispatchers decline to work, then the remaining Dispatchers will be called according to seniority.

(d) If all the remaining Dispatchers decline to work, then, and only then, may the Superintendent of Communications, or an assistance to cover the shift or shifts that are open.

In the event of an emergency where a shift is vacant or unattended, the on duty employee shall remain on shift for a minimum of four (4) hours overtime and the next duty shift employee shall be required to start work four (4) hours earlier than usual, provided, however, that the Supervisor designated by the Borough has followed the procedure as set forth in Nos. 1 through 4, above, and has contacted all other Dispatchers according to the seniority rotation lists set forth in paragraph (e), below, to offer them the opportunity of working the open shift.

(e) The Supervisor designated by the Borough shall keep a running log of which senior Dispatcher was called the last time and this will be rotated accordingly so as to distribute the overtime evenly. The said Supervisor will notify all Dispatchers in writing when there is an opportunity to work overtime due to a lengthy amount of shifts open caused by vacations, holidays, personal or military leave, or sickness. The said Supervisor will put in writing all requests for vacation in advance so as to eliminate the chance of numerous Dispatchers requesting the same time off. To assist in scheduling, all Dispatchers will submit to said Supervisor their requests for Winter vacation no later than October 1st and for Summer vacation no later than April 1st.



ARTICLE XVIII

OVERTIME

18.1 In order to meet the demands of work, employees may be required to work in excess of the hours of work designated as the normal work week for their class title. Any employee who is authorized to work beyond the normal work week for his class title shall be compensated in the manner prescribed by the overtime regulations.

18.2 Each hour actually worked in excess of forty (40) hours during any work week, and each hour worked on Saturday or a holiday, shall be paid for a time and one-half of the employee's regular rate. Each hour actually worked on Sunday shall be paid for at double time the employee's regular rate. Each hour actually worked on a holiday shall be paid for a time and one-half of the employee's regular rate, and this shall be in addition to the holiday pay for the holiday. Except as to the requirement for the payment of time and one half the employee's regular rate when an employee works in excess of forty (40) hours in any work week the provisions of this paragraph shall not apply to the Chief Fire and Ambulance Dispatchers, Fire and Ambulance Dispatchers, Police Radio Dispatchers, and Communications Operators, or to any employee whose regular schedule provides for work on a Saturday, Sunday or holiday.

18.3 If an employee, after having completed a regular tour of duty, is "called back" to duty, the employee shall receive as compensation for such additional services either (a) an amount equal to the number of hours actually worked on the "call back" multiplied by time and one-half the normal rate of pay, or (b) an amount equal to four (4) hours multiplied by the normal rate of pay, whichever is higher.



18.4 An employee may take compensation for overtime either in payment or CTO time at the option of the employee.

18.5 When possible, overtime shall normally be distributed by seniority within classification; however, this refers only to persons being "called in" for overtime, and not for work contiguous to the regular shift. For example, seniority will generally be used for emergencies, work on days off, and on weekends. The Borough retains the right to utilize employees who have special skills, if necessary, regardless of seniority.

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ARTICLE XIX

SAFETY COMMITTEE

19.1 There is hereby created a safety committee consisting of three (3) employees of the bargaining unit who shall be selected by the Shop Steward and may include the Shop Steward and three (3) persons employed by the Borough who shall be selected by the Borough Administrator. This committee shall meet from time to time when a request for such meeting is received from three (3) of the members.

19.2 The committee shall discuss matters of safety as it pertains to Borough operations and procedures and shall be entitled to bring its comments and recommendations to the governing body of the Borough for the latter's consideration.

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ARTICLE XX

PERSONNEL FILES

20.1 A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Borough Administrator or a designee, and may be used for evaluation purposes by the governing body.

20.2 Upon advance notice and at reasonable times, during regular business hours, any member may review the personnel file relating to them. However, this appointment for review must be made through the designated representative of the Borough.

20.3 An employee shall be given the opportunity to rebut any adverse file material if desired, and shall be permitted to place said rebuttal in the file. Nothing placed in a file shall be removed therefrom. Removal of any material from a personnel file by any member shall subject the member to appropriate disciplinary action.

20.4 Each employee shall be supplied with a written certification from the employer, during the month of December of each year, which shall state the number of accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to the employee.

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ARTICLE XXI
MILITARY LEAVES

21.1 Military Duty Leave

If the employee has permanent employee status, a leave of absence without pay will be granted, except for the first two (2) weeks which shall be with pay, if the employee is required to serve actively in any component of the Armed Forces of the United State or New Jersey. Military Duty Leave may extend to three (3) months after the employee's release from required military service. Sufficient proof of active military duty must be presented to the Department Head prior to requesting such leave.

21.2 Military Training Leave

(a) A full time or part time probationary or permanent employee who is a member of any component of the Armed Forces of the United States or New Jersey, and who is required to undergo Military Field Training for a period of up to two (2) weeks, upon request, shall be granted leave of absence with pay to take part in such training. The employee must provide a certified copy of orders for military training to the Department Head prior to requesting leave for such training. Any military pay received by the employee while on military training leave may be retained by the employee and shall be in addition to regular salary which would have been received from the Borough had such training not be ordered. Except for employee in section (c) below, when military training leave is granted, it shall be in addition to any vacation leave, sick leave or compensatory time off to which an employee may be entitled.

(b) A full time or part time provisional or unclassified employee who has been continuously employed by the Borough for at least one (1) full year, at the time such military training is to commence, shall be granted a leave of absence with pay as provided in section (a) above.

(c) A full time or part time, temporary, provisional or unclassified employee who has not been continuously employed by the Borough for at least one (1) full year at the time military training is to commence, may only be granted a leave of absence without pay, unless said employee chooses to utilize any accrued vacation leave or compensatory time off, for the duration, or any part of, the period of military field training.

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ARTICLE XXII

BULLETIN BOARD

22.1 The Borough shall provide a bulletin board in a place convenient to the employees for the exclusive use of the Union for the posting of notices, etc.

ARTICLE XXIII

SEPARABILITY AND SAVINGS AND NO WAIVER

23.1 If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any court, administrative body or other tribunal of competent jurisdiction, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

23.2 Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

ARTICLE XXIV

REPRESENTATION FEE IN LIEU OF DUES

24.1 Pursuant to N.J.S.A. 34A:14A-5.5 et seq., the Borough of Fort Lee agrees to withhold 85% of the regular membership dues charged by the Union so its members from the salaries of those Borough employees covered by this Agreement who have not executed authorizations permitting the Borough to withhold the full amount of the Union's dues charged to its members and shall forward that amount to the Union provided the Union complied with the requirements of the same statute.



ARTICLE XXV

EFFECTIVE DATE AND DURATION

25.1 This Agreement shall become effective as of January 1, 2002 and shall remain in full force and effect through December 31, 2005, except as otherwise set forth herein.

25.2 If an employee has terminated employment prior to the execution date of this Agreement, he/she shall be entitled to retroactive pay increases or other benefits as provided under this Agreement from January 1, 2002 through the date of termination, provided said employee requests payment of said amount from the Borough in writing on or before June 30, 2003. No retroactive uniform payment will be made to any terminated employee.

25.3 In the event the parties do not enter into a new Agreement on or before midnight December 31, 2005, then this Agreement shall continue in full force and effect until a new Agreement is executed.

25.4 The parties agree that they will exchange written proposals for any proposed changes in this Agreement on or before September 30, 2005, and that they will thereafter meet and negotiate in an effort to determine the terms of a new Agreement.



BOROUGH OF FORT LEE

By: Peggy Thomas

ATTEST:

John L. Rer

NJELU LOCAL NO. 1
(BLUE COLLAR)

By: [Signature] 12/12/02

By: [Signature] 12/12/02

By: J. Cur

ATTEST:

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Schedule A
BLUE COLLAR UNIT
2002-2005 TITLES FOR PRESENT EMPLOYEES

GRADE	TITLE
17	Heavy Equipment Operator/Supervisor of Special Projects
17	Supervising Mechanic
17	Roads Superintendent
17	Senior Maintenance Repairer Electrician
16	Supervisor of Sewers
15	Supervisor of Buildings and Grounds
15	Senior Pump Station Attendant
15	Supervisor of Sewer Maintenance
15	Fire Signal System Repairer/Police Signal System Repairer
14	Communications Technician
14	Carpenter
14	Maintenance Repairer
14	Maintenance Repairer Carpenter
13	Heavy Equipment Operator
13	Mechanic
12	Motor Broom Driver
12X	Public Works Inspector
10	Truck Driver
10	Park Maintenance Worker
10	Pump Station Attendant
9	Laborer
9	Communications Operator
9	Fire and Ambulance Dispatcher
7	Radio Dispatcher
6	Building Maintenance Worker
5	Sanitation Worker

Together with all present or future titles which are considered to be "Blue Collar." When there comes a time for promotion into a title which does not exist on the schedule, the parties should agree upon a grade into which the title should be placed and the person should be paid accordingly.

The Grade 12X and title of Public Works Inspector shall apply exclusively to Mark Sulcov, Kevin Kodora, and Charles Anderson.

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**EMPLOYEES HIRED BEFORE 1998
SCHEDULE A-1
BLUE COLLAR SALARY PLAN
JANUARY 1, 2002 THROUGH DECEMBER 31, 2002**

<u>GRADE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>	<u>STEP G</u>
5	33,983	35,137	36,289	37,439	38,595	39,752	41,483
6	35,274	36,639	38,006	39,474	40,944	42,970	45,642
7	36,612	38,032	39,453	40,978	42,221	44,857	47,406
8	38,006	39,474	40,944	42,528	44,118	45,797	48,164
9	39,453	40,978	42,501	44,147	45,792	47,532	49,989
10	40,831	42,529	44,118	45,826	47,532	48,717	50,617
11	42,501	44,147	45,792	48,503	51,106	53,198	55,983
12	44,118	45,826	47,532	50,348	53,162	55,220	58,098
13	45,792	47,565	49,345	52,265	55,186	57,212	60,096
14	47,532	49,374	51,493	54,244	57,275	59,493	62,604
15	49,346	51,256	53,018	56,309	58,404	59,534	64,446
16	51,198	53,198	55,186	57,321	59,454	61,757	64,983
17	53,162	55,680	58,192	60,711	63,224	65,739	69,236

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EMPLOYEES HIRED BEFORE 1998
SCHEDULE A-2
BLUE COLLAR SALARY PLAN
JANUARY 1, 2003 THROUGH DECEMBER 31, 2003

<u>GRADE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>	<u>STEP G</u>
5	35,257	36,445	37,650	38,843	40,042	41,243	43,037
6	36,597	38,013	39,431	40,954	42,479	44,602	47,354
7	37,985	39,458	40,932	42,515	43,804	46,539	49,184
8	39,431	40,954	42,479	44,124	45,772	47,514	49,970
9	40,932	42,515	44,095	45,802	47,509	49,314	51,864
10	42,362	44,124	45,772	47,545	49,314	50,544	52,514
11	44,095	45,803	47,509	50,322	53,022	55,193	58,081
12	45,772	47,544	49,314	52,236	55,156	57,290	60,277
13	47,509	49,349	51,195	54,225	57,256	59,357	62,350
14	49,314	51,226	53,424	56,278	59,423	61,724	64,952
15	51,196	53,178	55,006	58,421	60,594	61,766	66,863
16	53,133	55,193	57,255	59,471	61,684	64,073	67,420
17	55,156	57,768	60,229	62,988	65,595	68,204	71,832

EMPLOYEES HIRED BEFORE 1998
SCHEDULE A-3
BLUE COLLAR SALARY PLAN
JANUARY 1, 2004 THROUGH DECEMBER 31, 2004

<u>GRADE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>	<u>STEP G</u>
5	36,491	37,730	38,968	40,203	41,443	42,686	44,545
6	37,878	39,343	40,811	42,388	43,966	46,163	49,011
7	39,314	40,839	42,365	44,003	45,337	48,168	50,905
8	40,811	42,388	43,966	45,668	47,374	49,177	51,719
9	42,932	44,003	45,638	47,406	49,172	51,040	53,679
10	43,845	45,668	47,374	49,209	50,918	52,313	54,353
11	45,638	47,406	49,172	52,083	54,878	57,125	60,115
12	47,374	49,209	51,040	54,064	57,086	59,296	62,386
13	49,172	51,076	52,987	56,122	59,259	61,435	64,531
14	51,039	53,018	55,294	58,248	61,503	63,884	67,224
15	52,988	55,039	56,931	60,465	62,715	63,928	69,203
16	54,993	57,125	59,259	61,552	63,842	66,316	69,779
17	57,086	59,790	62,336	65,192	67,891	70,591	74,346

EMPLOYEES HIRED BEFORE 1998
SCHEDULE A-4
BLUE COLLAR SALARY PLAN
JANUARY 1, 2005 THROUGH DECEMBER 31, 2005

<u>GRADE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>	<u>STEP G</u>
5	37,768	39,052	40,332	41,610	42,894	44,180	46,104
6	39,204	40,720	42,240	43,871	45,505	47,779	50,726
7	40,690	42,267	43,848	45,543	46,924	49,854	52,687
8	42,239	43,871	45,505	47,267	49,033	50,899	53,529
9	44,435	45,543	47,235	49,065	50,893	52,827	55,558
10	45,380	47,267	49,033	50,931	52,700	54,144	56,256
11	47,235	49,065	50,893	53,906	56,799	59,124	62,219
12	49,032	50,931	52,827	55,957	59,084	61,371	64,570
13	50,893	52,864	54,842	58,086	61,333	63,585	66,790
14	52,825	54,874	57,229	60,287	63,655	66,120	69,578
15	54,843	56,966	58,924	62,581	64,910	66,166	71,625
16	56,918	59,124	61,333	63,706	66,077	68,637	72,221
17	59,084	61,883	64,519	67,474	70,267	73,062	76,948

**EMPLOYEES HIRED BEFORE 1998
SCHEDULE A-5
BLUE COLLAR SALARY PLAN
EMPLOYEES ABOVE STEP "G"**

<u>TITLE</u>	<u>BASE PAY AS OF 01/01/02</u>	<u>BASE PAY AS OF 01/01/03</u>	<u>BASE PAY AS OF 01/01/04</u>	<u>BASE PAY AS OF 01/01/05</u>
Supervising Mechanic	69,238	71,834	74,384	76,986
Senior Mechanic Repairer Electrician	69,238	71,834	74,384	76,986
Road Superintendent	69,238	71,834	74,384	76,986
Mechanic	60,096	62,350	64,532	66,791
Truck Driver	50,617	52,515	54,353	56,255
Parks Maintenance Worker	50,617	52,515	54,353	56,255
Pump Station Attendant	50,617	52,515	54,353	56,255
Fire/Ambulance Dispatcher	55,250	57,322	59,328	61,404
Communications Operator	49,990	51,865	53,680	55,559
Laborer	49,990	51,865	53,680	55,559
Building Maintenance Worker	45,532	47,239	48,892	50,603
Building Maintenance Worker	45,532	47,239	48,892	50,603
Inspector	52,463	54,430	56,335	58,307
Public Works Inspector	52,463	54,430	56,335	58,307

Grade 12X employees are "red-circled" at their current rate of \$51,225. Effective January 1, 2002, the designated employees will advance to Grade 12, Step F.

**EMPLOYEES HIRED BEFORE 1998
SCHEDULE A-6
BLUE COLLAR SALARY PLAN
JANUARY 1, 2002 THROUGH DECEMBER 31, 2005**

<u>TITLE</u>	<u>BASE PAY</u> <u>AS OF</u> <u>01/01/02</u>	<u>BASE PAY</u> <u>AS OF</u> <u>01/01/03</u>	<u>BASE PAY</u> <u>AS OF</u> <u>01/01/04</u>	<u>BASE PAY</u> <u>AS OF</u> <u>01/01/05</u>
Supervisor of Sewers	64,983	67,413	69,771	72,218

**EMPLOYEES HIRED AFTER 1998
SCHEDULE A-7
BLUE COLLAR SALARY PLAN
JANUARY 1, 2002 THROUGH DECEMBER 31, 2002**

<u>GRADE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>	<u>STEP G</u>
5	23,738	26,471	29,204	31,937	34,670	37,403	40,136
6	25,141	28,558	31,975	35,392	38,809	42,226	45,643
7	26,543	30,021	33,499	36,977	40,455	43,933	47,411
8	27,946	31,315	34,684	38,053	41,422	44,791	48,160
9	29,348	32,788	36,228	39,668	43,108	46,548	49,988
10	30,643	33,972	37,301	40,630	43,959	47,288	50,617
11	31,938	35,945	39,952	43,959	47,966	51,973	55,980
12	33,224	37,370	41,516	45,662	49,808	53,954	58,100
13	34,528	38,790	43,052	47,314	51,576	55,838	60,100
14	35,823	40,286	44,749	49,212	53,675	58,138	62,601
15	37,118	41,673	46,228	50,783	55,338	59,893	64,448
16	38,412	42,840	47,268	51,696	56,124	60,552	64,980
17	39,707	44,629	49,551	54,473	59,395	64,317	69,239

Grade 12X employees are "red-circled" at their current rate of \$51,225. Effective January 1, 2002, the designated employees will advance to Grade 12, Step F.

Handwritten initials/signature

EMPLOYEES HIRED AFTER 1998
SCHEDULE A-8
BLUE COLLAR SALARY PLAN
JANUARY 1, 2003 THROUGH DECEMBER 31, 2003

<u>GRADE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>	<u>STEP G</u>
5	24,628	27,464	30,300	33,136	35,972	38,808	41,644
6	26,084	29,629	33,174	36,719	40,264	43,809	47,354
7	27,538	31,146	34,754	38,362	41,970	45,578	49,186
8	28,994	32,489	35,984	39,479	42,974	46,469	49,964
9	30,449	34,018	37,587	41,156	44,725	48,294	51,863
10	31,792	35,246	38,700	42,154	45,608	49,062	52,516
11	33,136	37,293	41,450	45,607	49,764	53,921	58,078
12	34,470	38,771	43,072	47,373	51,674	55,975	60,276
13	35,823	40,245	44,667	49,089	53,511	57,933	62,355
14	37,166	41,796	46,426	51,056	55,686	60,316	64,946
15	38,510	43,236	47,962	52,688	57,414	62,140	66,866
16	37,852	42,446	47,040	51,634	56,228	60,822	65,416
17	41,196	46,303	51,410	56,517	61,624	66,731	71,838

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EMPLOYEES HIRED AFTER 1998
SCHEDULE A-9
BLUE COLLAR SALARY PLAN
JANUARY 1, 2004 THROUGH DECEMBER 31, 2004

<u>GRADE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>	<u>STEP G</u>
5	25,490	28,425	31,360	34,295	37,230	40,165	43,100
6	26,997	30,666	34,335	38,004	41,673	45,342	49,011
7	28,502	32,237	35,972	39,707	43,442	47,177	50,912
8	30,009	33,627	37,245	40,863	44,481	48,099	51,717
9	31,515	35,209	38,903	42,597	46,291	49,985	53,679
10	32,905	36,480	40,055	43,630	47,205	50,780	54,355
11	34,296	38,599	42,902	47,205	51,508	55,811	60,114
12	35,676	40,128	44,580	49,032	53,484	57,936	62,388
13	37,077	41,654	46,231	50,808	55,385	59,962	64,539
14	38,467	43,260	48,053	52,846	57,639	62,432	67,225
15	39,858	44,749	49,640	54,531	59,422	64,313	69,204
16	41,247	46,002	50,757	55,512	60,267	65,022	69,777
17	42,638	47,953	53,268	58,583	63,898	69,213	74,528

EMPLOYEES HIRED AFTER 1998
SCHEDULE A-10
BLUE COLLAR SALARY PLAN
JANUARY 1, 2005 THROUGH DECEMBER 31, 2005

<u>GRADE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>	<u>STEP G</u>
5	26,382	29,419	32,456	35,493	38,530	41,567	44,604
6	27,941	31,739	35,537	39,335	43,133	46,931	50,729
7	29,500	33,365	37,230	41,095	44,960	48,825	52,690
8	31,059	34,803	38,547	42,291	46,035	49,779	53,523
9	32,618	36,441	40,264	44,087	47,910	51,733	55,556
10	34,057	37,757	41,457	45,157	48,857	52,557	56,257
11	35,496	39,949	44,402	48,855	53,308	57,761	62,214
12	36,925	41,533	46,141	50,749	55,357	59,965	64,573
13	38,375	43,112	47,849	52,586	57,323	62,060	66,797
14	39,813	44,773	49,733	54,693	59,653	64,613	69,573
15	41,253	46,315	51,377	56,439	61,501	66,563	71,625
16	42,691	47,612	52,533	57,454	62,375	67,296	72,217
17	44,130	49,631	55,132	60,633	66,134	71,635	77,136

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**EMPLOYEES HIRED AFTER 1998
SCHEDULE A-11
BLUE COLLAR SALARY PLAN
STEPS FOR "RED-CIRCLED" EMPLOYEES**

The following employees are considered to be within the step guide for Schedules A-8 through A-10. It is agreed that the listed employees will be "red-circled" at their current rate. In addition to receiving the contractual increase, on the date of each of their next scheduled "step-up", these employees will advance to the grade and step set forth below, and will progress thereafter on the established step guide:

Barbara Haggars, Grade 9 at the current rate of \$32,594, will next advance to Schedule A-8, Step C.

Steve Mackenzie, Grade 9 at the current rate of \$28,288, will next advance to Schedule A-8, Step B.

Mike Woods, Grade 9 at the current rate of \$32,594, will next advance to Schedule A-8, Step C.

Bill Dilulio, Grade 6 at the current rate of \$34,515, will next advance to Schedule A-7, Step E.

Ron Vaccaro, Grade 6 at the current rate of \$24,232, will next advance to Schedule A-7, Step B.

Paul Voss, Grade 6 at the current rate of \$29,251, will next advance to Schedule A-7, Step C.

Frank Bozzetti, Grade 9 at the current rate of \$28,288, will next advance to Schedule A-8, Step B.

Ricky Figueroa, Grade 10 at the current rate of \$43,612, will next advance to Schedule A-7, Step F.

Jeff Schrecengost, Grade 13 at the current rate of \$44,000, will next advance to Schedule A-8, Step D.

Jason Yacovelli, Grade 9 at the current rate of \$28,288, will next advance to Schedule A-7, Step B.

Joseph Petrolia, Grade 14 at the current rate of \$43,422, will next advance to Schedule A-7, Step D.